



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **WR-2**

September 1, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE, REGION 5, ANGELES NATIONAL FOREST
APPROVE WYDEN AMENDMENT AGREEMENT FOR RUBIO DEBRIS BASIN
SUPERVISORIAL DISTRICT 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Approve and authorize the Director of Public Works, or his designee, to execute a Wyden Amendment Agreement with the U.S. Department of Agriculture Forest Service, Region 5, Angeles National Forest, to reimburse the Flood Control District for removing 20,000 cubic yards of sediment from Rubio Debris Basin for an amount not to exceed \$360,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

We are recommending your Board approve and authorize the Director of Public Works, or his designee, to execute the Wyden Amendment Agreement with the Forest Service to reimburse the Flood Control District for removing 20,000 cubic yards of sediment from Rubio Debris Basin.

In 1998 a landslide resulting from blasting for a waterline project occurred on Angeles National Forest land in Rubio Canyon. The debris from this landslide settled in the main watercourse of the canyon. Located downstream of the landslide site is Rubio Debris Basin, a facility operated and maintained by Public Works, the administrator of Flood Control District.

The storms of the 2004-05 storm season caused approximately 20,000 cubic yards of the landslide material to wash into Rubio Debris Basin. This sediment, along with additional sediment from the facility's watershed, was removed by Public Works between February and May 2005. The approximate unit cost of the sediment removal was \$18 per cubic yard.

The Forest Service was provided funds to implement a project to remove the landslide material. The Forest Service agrees that Public Works' removal of the 20,000 cubic yards of landslide material that deposited in the debris basin was within the scope of the project it was authorized to implement, and has thus agreed to enter into the enclosed Agreement and to utilize its landslide removal funds to reimburse the Flood Control District for its removal of that material. The amount of the reimbursement is \$360,000 based on the \$18 per cubic yard unit cost of Public Works' sediment removal project at the debris basin.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Organizational Effectiveness by utilizing collaborative efforts of the Forest Service and Public Works. This project is also consistent with the Goal of Fiscal Responsibility by reducing costs.

FISCAL IMPACT/FINANCING

There will be no impact on the County's General Fund. The total reimbursement of \$360,000 from the Forest Service will be deposited into the Fiscal Year 2005-06 Flood Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement was prepared by the Forest Service and has been approved as to form by County Counsel. The Forest Service is responsible for protecting watershed resources and promoting healthy ecosystems on the land that it manages, the Angeles National Forest. The Forest Service seeks to perform these duties while cooperating with Public Works to ensure that safe flood control systems are maintained.

ENVIRONMENTAL DOCUMENTATION

This action does not constitute a project and, therefore, is exempt from the requirements of the California Environmental Quality Act (CEQA). The sediment removal from Rubio Debris Basin was statutorily exempt from CEQA as specified in Section 15269 (a).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action will provide additional funds to perform flood control activities. There will be no negative impact on services as a result of this action.

CONCLUSION

Upon approval, please return one adopted copy of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

PW:jhd
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Enc.

cc: Chief Administrative Office
County Counsel

**WYDEN AMENDMENT AGREEMENT
BETWEEN
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
DEPARTMENT OF PUBLIC WORKS
AND
U.S.D.A. - FOREST SERVICE
ANGELES NATIONAL FOREST**

THIS WYDEN AMENDMENT AGREEMENT is entered into by and between the Los Angeles County Flood Control District (LACFCD), Department of Public Works, hereinafter referred to as "Cooperator;" and the U.S. Department of Agriculture, Forest Service, Angeles National Forest, hereinafter referred to as "Forest Service;" under the authority of the Wyden Amendment , Section 330 of P.L. 106-73.

I. PURPOSE:

The purpose of this agreement is to implement the removal of debris from Rubio Canyon, resulting from a landslide that occurred in 1998.

In 1998 Rubio Canon Land and Water Association (RCLWA) began construction to repair a waterline damaged in the 1994 Northridge earthquake. The project involved blasting a rock bench to hold the waterline. The blasting resulted in a landslide of rock debris being released down the canyon, extending from the bench down and into the bottom of Rubio Canyon. Five waterfalls and features associated with the Mount Lowe Railway Historic District, which is listed on the National register of Historic Places, were buried under the debris.

The current status of Rubio Canyon is that the majority of the debris was moved downstream through the canyon and into the Rubio Wash basin (managed by LACFCD, Department of Public Works) by the heavy rains which occurred from mid-October 2004 through March 2005.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

The Forest Service manages approximately 693,450 acres of National Forest System lands mostly within Los Angeles County. The Forest Service seeks to protect watershed resources and promote healthy ecosystems, as legally mandated, while cooperating with the Cooperator to ensure that safe flood control systems are maintained.

The Cooperator maintains a flood control facility at the mouth of Rubio Canyon consisting of a dam, sediment placement site, access roads and associated facilities.

The Cooperator is dedicated to providing public works services in a responsive, efficient, and cost effective manner. Responsible for public safety, water conservation, and flood protection, the Cooperator desires to maintain their infrastructure while protecting Forest endangered species and heritage resources as legally mandated.

In consideration of the above premises, the parties hereto agree as follows:

III. THE COOPERATOR:

1. Cooperator shall have removed by September 30, 2005, 20,000 cubic yards of sediments from their Rubio flood control site at a cost of \$18 per cubic yard, to make room for future sediment deposits.

2. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument.

As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to the award shall be retained for a period of 3 years.

3. Cooperator shall indemnify, defend, and save harmless Forest Service, its agents, officers, members, and employees from and against any and all liability and expense arising from any act of omission of County, its officers, employees, agents, or subconsultants of any tier in connection with the performance of maintenance of improvement projects including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage.

IV. THE FOREST SERVICE:

1. PAYMENT/REIMBURSEMENT. The Forest Service shall reimburse the Cooperator an amount, not to exceed \$360,000.00 for the work to be accomplished under this Agreement. The Cooperator is approved to submit one billing at the conclusion of the work described in Section III.1 above. The Forest Service will make payment for its share of project costs upon receipt of the invoice. The invoice should be forwarded as follows:

Send original to:	Send copy to:
Bonnie Harris	George Farra
USDA Forest Service	USDA Forest Service
Angeles National Forest	Angeles National Forest
701 N. Santa Anita Avenue	701 N. Santa Anita Avenue
Arcadia, CA 91006	Arcadia, CA 91006
Phone: 626/574-5283	Phone: 626/574-5301
E-Mail: bharris@fs.fed.us	E-Mail: gfarra@fs.fed.us

Send payment to:
County of Los Angeles Department of Public Works
County of Los Angeles Department of Treasurer and Tax Collector
P.O. Box 1859
Sacramento, CA 95812

V. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

1. FEDERAL COST PRINCIPLES. This agreement will be governed by OMB Circular No. A-87, Cost Principles for State, Local and Indian Tribal Governments, and audit requirements under OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

2. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a Cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

- (1) Making an administrative offset against other requests for reimbursements.
- (2) Withholding advance payments otherwise due to the Cooperator.
- (3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C., Chapter 37.

3. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

4. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. No parties shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

5. NONDISCRIMINATION. The recipient/Cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient/Cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients' Cooperators' programs that are produced by the recipients/Cooperators for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that "This institution is an equal opportunity provider."

6. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the Cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

7. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

10. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this instrument is not available for reimbursement of recipient/cooperator purchase of equipment.

11. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through September 30, 2005, at which time it will expire unless extended.

12. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

<i>Forest Service Project Contact</i>	<i>Cooperator Project Contact</i>
Sonja Bergdahl	Christopher Stone
Forest Engineer	Principal Engineer
Angeles National Forest	Los Angeles County Department of Public Works
701 North Santa Anita Avenue	900 S. Fremont Avenue
Arcadia, CA 91006	Alhambra, CA 91803
Phone: 626-574-5292	Phone: 626-458-6102
FAX: 626-574-5235	FAX: 626-979-5436
E-Mail:	E-Mail: CSTONE@ladpw.org

<i>Forest Service Administrative Contact</i>	<i>Cooperator Administrative Contact</i>
Bonnie Harris	Brian Sasaki
Grants & Agreements Coordinator	Deputy Director
Angeles National Forest	Los Angeles County Department of

	Public Works
701 North Santa Anita Avenue	900 S. Fremont Ave.
Arcadia, CA 91006	Alhambra, CA 91803
Phone: 626/574-5283	Phone: 626-458-4008
FAX: 626/574-5233	FAX:
E-Mail: bharris@fs.fed.us	E-Mail: BSASAKI@ladpw.org

13. DAVIS-BACON OR SERVICE CONTRACT ACT. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this instrument where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the costs of the contract. If a cooperator is approved to issue a contract it shall be awarded on a competitive basis.

16. LEGAL AUTHORITY. The Cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

19. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

20. ENDORSEMENT. Any Cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the Cooperator's products or activities.

21. TAXPAYER IDENTIFICATION NUMBER. The Cooperator shall furnish their tax identification number upon execution of this instrument.

22. ELECTRONIC FUNDS TRANSFER. The recipient/Cooperator shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. A waiver may be requested and payment received by check by certifying in writing that one of the following situations apply:

1. The payment recipient/Cooperator does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

To initiate receiving your payment(s) by electronic transfer, contact the National Finance Center (NFC) on the worldwide web at www.nfc.usda.gov, or call the NFC at 1-800-421-0323, or (504) 255-4647. Upon enrollment in the program you may begin to receive payment by electronic funds transfer directly into your account.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the last date written below.

LACFCD
Department of Public Works

USDA Forest Service
Angeles National Forest

BY: _____
CHRISTOPHER STONE

BY: _____
JODY NOIRON

TITLE: Principal Engineer

TITLE: Forest Supervisor

DATE: _____

DATE: _____

Taxpayer Identification Number:
95-6000927

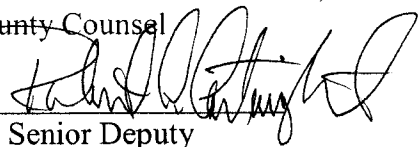
The authority and format for this instrument have been reviewed and approved for signature by:

Approved as to form:

RAYMOND G. FORTNER, JR.

County Counsel

By


Senior Deputy

BONNIE HARRIS
Agreements Coordinator
USFS – ANGELES NF

Date